REMARKS

Claims 1 – 4 are now pending in the application, the remaining claims having been cancelled.

REJECTION UNDER 35 U.S.C. § 103

In the Official Action mailed March 9, 2006, claims 1 – 4 stand rejected in the Official Action under 35 U.S.C. § 103(a) as being unpatentable over Oliver (U.S. Pat. Pub. 2002/0133412 A1) in view of Waters (U.S. Pat. Pub. 2002/0032659 A1) applicants; admitted prior art "AAPA") and "well known prior art." Applicants respectfully traverse this rejection.

Claims 1 and 3 are the independent claims. Amended, claim 1 requires that a manufacturer of track bodies manufacture the truck bodies with mounting hardware for the banners and sell the truck bodies. It also requires that a banner seller sell the banner that are then affixed to truck bodies having the mounting hardware that were sold by the manufacturer. It further requires that the manufacturer receive a share of revenues from sales of the banners by the banner seller. Amended claim 3 requires that a manufacturer of track bodies manufacture the truck bodies with mounting hardware for the banners and well the truck bodies having the mounting hardware. It further requires that a printer prints the banners which are then affixed to the truck bodies having the mounting hardware that were sold by the manufacturer and the printer shares with the manufacturer a portion of the revenues the printer receives for printing the banners.

Applicants submit that none of Oliver, Waters or the art discussed by applicants in the application (Applicants' Admitted Prior Art – AAPA) disclose or suggest such a method. In Oliver, Waters and the AAPA, revenue sharing occurs among those who are involved in the transaction that generates the revenues. And the truck body manufacturer is not involved in the transaction that generates revenues from either sales of the banners or printing the banners. The truck body manufacturer is a stranger to the banner sales or the banner printing transactions as it has already made and sold the truck bodies by the time either type of transaction takes place.

Turning first to Oliver, Oliver is directed to a system for management of transactions on networks where client information and charges are shared among a plurality of service providers. A client who is registered with one of the service providers (the "home provider") can access resources of other service providers ("outside providers") that are part of the system. A settling means is adapted to allow the system to settle accounts among service providers by charging the home provider for access by its clients to the resources of the outside providers and a payment means assures that the outside providers are then paid for that access through the system. Oliver thus provides a revenue sharing system among service providers. The home provider collects the revenue from its client and then pays the outside provider whose services were accessed by the home provider's client. But in Oliver, the outside provider is the entity that provides the service utilized by the home provider's client and for which the client pays the home provider. Thus, the home provider and outside provider are both involved in the transaction with the client that results in the client accessing the outside provider's service and paying the home provider, who in turn pays the outside provider.

In contrast, the truck body manufacturer is not involved in the transaction involving the sales of banners, or the transaction involving printing the banners, that are then affixed to truck bodies that were previously made and sold by the truck body manufacturer. By the time either transaction takes place, the truck body manufacturer has already made and sold the truck bodies having the mounting hardware. Further, Oliver does not discuss a manufacturer of products, let alone a manufacturer of truck bodies. It thus fails to disclose or suggest a manufacturer of truck bodies manufacturing the truck bodies with mounting hardware for banners and selling the truck bodies having the mounting hardware. With respect to amended claim 1, it also does not disclose or suggest a banner selling banners that are then affixed to truck bodies having the mounting hardware that were sold by the manufacturer, and the manufacturer receiving a share of revenues from the sales of the banners by the banner seller. With respect to amended claim 3, it also does not disclose or suggest a banner printer printing the banners that are then affixed to the truck bodies having the mounting hardware that were sold by the manufacturer and the printer sharing with the manufacturer a portion of the revenues the printer receives for printing the banners.

Waters is directed to a method and system for obtaining new ideas from independent sources. The entity obtaining these ideas markets them to generate license revenue. The license revenue resulting from the licensing of an idea is then shared with the contributor of that idea. Thus in Waters, the entity obtaining the idea markets the idea and it is the sharing of licensing revenue from licensing the idea that provides the incentive for the owner of the idea to contribute it. In contrast, the truck body manufacturer does not contribute truck bodies, with or without mounting hardware,

to the banner seller or banner printer. Nor does the banner seller or banner printer market the truck bodies, with or without the mounting hardware. The truck body manufacturer makes and sells the truck bodies and, as discussed above, is not involved in the later transactions involving sales of banners or printing of banners that are affixed to truck bodies having the mounting hardware that were sold by the truck body manufacturer. And the banner seller and printer do not sell truck bodies. The banner seller sells banners and the banner printer prints banners. Thus, combining Oliver with Waters would not result in applicants invention as claimed in amended claims 1 and 3. Applicants submit that combining Oliver with Waters would result in the home provider marketing the outside providers' services to the home provider's clients so as to generate more revenue from the clients accessing the services of the outside providers. But applicants' invention as claimed in claims 1 and 3 is not directed to a banner seller or printer marketing the truck bodies to truck body owners, or the truck body manufacturer marketing banners to owners of truck bodies. For the above discussed reasons, applicants submit that the combination of Oliver and Waters thus does not disclose or suggest the above discussed limitations of claim 1.

In the AAPA, it is the participants in an advertisement involving placing a banner on a truck body that receive the revenue. An agent brokers a deal with an advertising agency to place an advertisement prepared by the advertising agency for an advertising client on the side of a truck body owned by a truck body owner. The advertising client pays for the advertisement and the media buy. The advertising agency is compensated for preparing the advertisement and may receive a percentage of the media buy. The media buy is with the truck owner who is paid for the placement of the advertisement on

the truck body. The banner printer who prints the banner advertisement is paid to do so. The broker receives a percentage of the media buy. Each entity is thus involved in the underlying transaction(s) that result in the advertising banner being placed on the track body. In contrast, as discussed, the truck body manufacturer is not involved in the underlying advertising transaction. Not only does this transaction typically occurs well after the truck body manufacturer has sold the truck body, but it the truck body owner that is a party to the advertising transaction, not the truck body manufacturer. In this regard, the amendments to claims 1 and 3 make clear that the banners are affixed to the truck bodies after they are sold by the truck body manufacturer. As such, applicants submit that none of the above discussed prior art discloses or suggests, alone or in combination, the above discussed limitations of claims 1 and 3.

The Examiner takes the position that the revenue sharing limitations of claims 1 and 3 create motivation for the truck body manufacturer to help the banner seller and printer in undefined ways to sell as many banners as possible. According to the Examiner:

> [T]he truck body manufacturer is incentivized to help promote both the printing and selling of as many banners as possible in order to maximize his share of the revenue not only from banner printings and banner sales, but also from the presumed additional revenue he can earn from the potential extra charges from having truck bodies be equipped with the banner attachment hardware, and even greater revenue and profit potential increase in selling a greater volume of truck bodies which may occur because truck body buyers may see the attachable banner as an extra added potential source of revenue for themselves for selling the advertising space on their truck bodies which they own and operate. In sum, this motivates and ties in the truck body manufacturer to the entire marketing, advertising and sales equation at work because the truck body manufacturer has a profit interest in the volume of advertising which can be sold for display on truck bodies manufactured by the truck body manufacturer because he is linked to the entire commercial motivation chain through a revenue share of banner and banner printing sales.

Applicants submit that the Examiner's argument is flawed in several respects. First, the truck body manufactuer is not involved in promoting the sales of banners or the printing of banners. The truck body manufacturer makes and sells truck bodies. And not all truck body owners may want to make their truck bodies available for banner advertising. So competitive market forces dictate away from a truck body manufacturer manufacturing the truck bodies with the banner mounting hardware as this would increase the cost of the truck bodies compared to truck bodies without the banner mounting hardware, making it less likely that the truck body manufacturer could sell the more expensive truck bodies to those who do not make their truck bodies available for banner advertising.

Truck body owners who want to make their truck bodies available for banner advertising do not need to buy from truck body manufacturers truck bodies that have banner mounting hardware. As explained in the background section of the present application, this mounting hardware is available from manufacturers of banner mounting hardware and can be purchased by the truck body owners, as well as by the banner printer or advertising agent. [Application, par. 0007].

It is thus clear that contrary to the Examiner's position, the truck body manufacturer is not linked to the entire commercial motivation chain through a revenue share of banner and banner printing sales. Nor is the present invention directed to involving the truck body manufacturer in this entire commercial motivation chain. As discussed, the truck body manufacturer is not involved in the advertising transaction that involves banner sales or banner printing, nor is the invention directed to involving the truck body manufacturer in the advertising transaction. The revenue sharing of the

present invention motivates the truck body manufacturer to incur the disadvantage of making the truck bodies with the mounting hardware with the resulting higher cost of making the truck bodies. Applicants submit that amended claims 1 and 3 are thus allowable.

Claim 2 depends from amended independent claim 1, and claim 4 depends from amended independent claim 3, and are allowable for at least these reasons.

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (248) 641-1600.

Respectfully submitted,

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